

Cascade Munic. Util.

IBEW #145 (Blue Collar)

7/1/2006 6/30/2009

CASCADE MUNIC. UTIL. /

06-09

IBEW # 145 (BLUE COLLAR)

AGREEMENT

BETWEEN

CASCADE MUNICIPAL UTILITIES

AND

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS
LOCAL UNION #145

JULY 1, 2006 TO JUNE 30, 2009

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PREAMBLE

THIS AGREEMENT is entered into by and between Cascade Municipal Utilities, hereinafter referred to as "Utility" and the International Brotherhood of Electrical Workers, Local Union 145, hereinafter referred to as "Union."

ARTICLE 1 **RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6795, dated May 11, 2004, to-wit:

INCLUDED: Utility operators

EXCLUDED: Clerical employees, utility manager, members of the Utility Board of Trustees and all others excluded by Iowa Code, Section 20.4.

Section 2. The parties further agree that those employees added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or excluded within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2 **DEFINITIONS**

Section 1. A part-time employee is a person who is hired for a period of less than forty (40) hours per week.

Section 2. A temporary employee is a person who is hired for a period of one hundred twenty (120) days, or less.

Section 3. Temporary employees are not included within the bargaining unit. Part-time employees are not entitled to any of the benefits of this Agreement except as specifically stated.

Section 4. A probationary employee is a person, other than a temporary employee or part-time employee, who has not completed six (6) months of continuous service as an employee with the Employer.

Section 5. A regular employee is a person, other than a temporary employee or part-time employee, who has completed six (6) months of continuous service with the Employer.

Section 6. Except where the context clearly indicates otherwise, the word "Employee" when used in the Agreement shall be limited to mean "regular" employee.

Section 7. The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 8. The word "Board" shall mean the Iowa Public Employment Relations Board.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) The right to manage the Employer's operations and to direct the working force;
- b) The right to hire employees;
- c) The right to maintain order and efficiency;
- d) The right to extend, maintain, curtail or terminate operations of the Employer;
- e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) The right to create, modify and terminate departments, job classifications and job duties;
- h) The right to transfer, promote and demote Employees;
- i) The right to discipline;
- j) The right to suspend and discharge Employees for proper cause;
- k) The right to lay off;

- l) The right to determine the number and starting times of shift, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) The right to enforce and require Employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any Employee because of membership or non-membership in the Union.

Section 2. The list of Management Rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by the Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 **UNION RIGHTS & RESPONSIBILITIES**

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

- a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its Employees;
- b) That it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) That it will earnestly strive to improve and strengthen good will between and among the Employer and its Employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the Employees to refrain from Union membership. There shall be no discrimination of favoritism by the Employer or the Union because of membership or of non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working or non-working time with the prior consent of the supervisor. The Employer will cooperate

to facilitate such visitations, and the Union and its authorized representatives will not interfere with or interrupt the operations of the Employer or the work of the Employees.

ARTICLE 5

WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No Employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an Employee, the Union agrees that it will take immediate, affirmative steps with the Employee involved, including to but not limited to, sending out public announcements, letters, bulletins, telegrams and Employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the provisions of the Act shall apply.

ARTICLE 6

DUES CHECKOFF

Section 1. The Employer will make monthly deductions for dues, fees and assessments from the first paycheck of the month from the wages of each Employee covered by this Agreement if the Employee provides the Employer with written authorization thereof. The amount to be deducted shall be certified to the Employer in writing by the Treasurer of the Union. The Employer will remit such money to the Treasurer of the Union not later than thirty (30) days following the last day of the month.

Section 2. Any authorization may be revoked by an Employee at any time upon thirty (30) days written notice to the Employer and shall automatically be canceled upon termination of employment.

Section 3. The Employer shall have no obligation to deduct or collect fees, assessments, or dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits of its obligations under this Article.

ARTICLE 7 **SENIORITY**

Section 1. Seniority is defined as an Employee's length of continuous service with the Employer from the Employee's most recent date of hire.

Section 2. The Employer shall post a seniority list of all Employees in this bargaining unit, by Department, as of July 1st of each year and shall forward a copy thereof to the Union.

Section 3. An Employee shall lose seniority rights upon termination, lay-off for a period longer than twelve (12) months, failing to report to work within five (5) days (Saturday and Sundays excluded) after written notice of recall is mailed by United States certified mail with return receipt requested and/or hand delivered by the Cascade City Police Chief to the Employee's last known address, or absence from work for two (2) consecutive workdays without approval by the Employer.

ARTICLE 8 **PROCEDURE FOR STAFF REDUCTION**

Section 1. In the event the Employer determines that one or more persons must be laid off within a department, a temporary Employee shall be laid off first, then a part-time Employee and then a probationary Employee.

Section 2. Thereafter, if the Employer determines that another person must be laid off, within a department, the Employer shall consider qualifications, ability to perform, and seniority of the remaining Employees, and if qualifications and ability to perform are equal between or among affected Employees, seniority within the department shall govern.

Section 3. An Employee to be laid off shall be notified thereof in writing at least five (5) calendar days prior to the effective date of the layoff.

Section 4. An Employee who is laid off shall keep the Employer advised of the Employee's current mailing address during layoff. If the Employer desires to recall Employees, such Employees shall be recalled in the inverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the

Employee's latest advised address and/or delivered personally by police chief at which time the Employee will sign off that layoff notice was received.

Section 5. If a laid off Employee is working for another employer he will be given five (5) calendar days after notice of recall is mailed, unless the notice of recall provides for later specific date of recall, in which case the Employee shall report on said later effective date.

ARTICLE 9

HOURS OF WORK

Section 1. The Employer shall establish the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours shall set forth the normal work day, work week and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. Schedules may be changed at the discretion of the Employer to meet varying conditions and work loads. Changes in work schedules will be announced.

Section 2. It is understood and agreed that the work schedules for all Employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any Employee and the Employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal workweek for full-time Employees consists of forty (40) hours during a defined period.

Section 4. Meals and break periods will be established by the Supervisors. To the extent reasonably possible, each Employee shall receive a (1) hour lunch period, a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday, except in the case of an emergency.

Section 5. During an emergency call-out, after four (4) hours of work, an Employee will take a paid one-half (1/2) hour break. This break shall be authorized by the Supervisor or Crew Leader and at a time selected by the Supervisor or Crew Leader. In the absence of the Supervisor or Crew Leader, the Employee will make that decision, which is in the best interest of CMU customers. Both Management and the Employees realize that under certain conditions, it may be necessary for these breaks to be taken alternately, or staggered, by the involved personnel. .

ARTICLE 10
OVERTIME

A. Overtime

Section 1. An Employee is entitled to overtime pay if said Employee works in excess of eight (8) hours in a day, or works in excess of forty (40) hours in a week. If the Employee is compensated for leave, the hours will be considered as hours worked for purposes of this section. A week for purposes of this computation shall commence at midnight on Friday and shall continue until midnight the following Thursday. Employee, for purposes of this section, includes a probationary Employee and a part-time Employee.

Section 2. Overtime must be properly authorized or approved by the Employer.

Section 3. Overtime shall be compensated at the rate of one and one-half (1½) times the Employee's regular hourly rate of pay. It shall be computed to the nearest tenth (1/10) of an hour for payment.

Section 4. Overtime shall not be used to punish or reward Employees and the Employer shall not pay twice for overtime, nor shall the same be pyramided.

Section 5. Employees will be paid their regular holiday pay, and all work performed on said holidays will be paid at holiday pay plus one and one half (1½) times the regular rate of pay. All worked performed on Sundays shall be paid at one and one half (1½) times the regular hourly rate of pay.

B. "On-Call"

Section 1. Compensation rates for being placed On-call are listed in Appendix A. On-call Employees shall be paid time and one-half (1½) for all non-scheduled hours worked with a minimum of one (1) hour. The Employee on-call shall remain within an immediate response time of the city garage or utility warehouse at all times and will be subject to discipline and loss of all on-call pay for failing to respond within the response time limits. An Employee on-call shall carry on their person at all times the communication device provided by the utility to insure communication and response to a call-out situation.

Section 2. Any Employee who is called out to help the on-call Employee shall receive time and one half for all hours worked with a minimum of one hour.

Section 3. Trading of on-call hours between Utility Operators is permissible.

Section 4. The Utility Manager shall prepare a rotation schedule for on-call duty assignments and shall maintain the schedule, which shall be posted.

ARTICLE 11
HOLIDAYS

Section 1. The following days are designated as holidays, to-wit:
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2.

- a) If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- b) Full-time Employees shall receive eight (8) hours of holiday pay for each of the above-referenced holidays.

Section 3. In order to be eligible for receiving holiday pay, an Employee, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An Employee who is on lay-off, disability, workers compensation, discharged, or who is under suspension is not eligible for holiday pay.

ARTICLE 12
VACATIONS

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by Employees after continuous active service pursuant to the following schedule:

Years of Service	Number of Hours Earned
1	40
2	80
5	120
20	160
30	200

Section 2. Earned vacation days will be credited to an Employee's record on the anniversary date of the date of hire. Vacation days must be used in no less than one-half ($\frac{1}{2}$) day increments. Each Employee's vacation will run from the Employee's anniversary date to the next anniversary date. Unused vacation days will not be paid out. One-half ($\frac{1}{2}$) of an Employee's accrued vacation for the year may be carried over to the next anniversary year. Vacation cannot be compounded beyond the one (1) year.

Section 3. The purpose of a vacation is to enable the Employee to enjoy periodic rest from the Employee's regular job so that the Employee may return to work refreshed. The vacation year will be the individual Employee's anniversary date to anniversary date. Accordingly:

- a) One-half (1/2) of the Employee's vacation accrued for the year can be carried over to the next year. Vacation cannot be compounded beyond the one (1) year.
- b) No Employee shall be entitled to vacation pay in lieu of vacation.
- c) An Employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the Employee and not previously taken.
- d) In the event a holiday occurs within an Employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

ARTICLE 13 **LEAVE OF ABSENCE**

A. Sick Leave

Section 1. Sick leave may be used for physical incapacitation, personal illness and injury, including medical and dental appointments during work hours, enforced quarantine of the Employee in accordance with community health regulations, and illness of emergency nature to members of the Employee's immediate family living in the Employee's household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an Employee is injured while gainfully employed by a different employer who should be covered by workers compensation.

Section 2. A full-time Employee shall earn sixty-four (64) hours of sick leave per year. Employees with less than one (1) year of service will earn 1.23 hours of sick leave for each completed forty (40) hour week of service. Sick days may accumulate indefinitely; however, no Employee is entitled to compensation for unused sick leave time, and the termination of service shall terminate any obligation of the Employer in connection with any used sick leave time.

Section 3. Sick leave shall be taken in increments of at least one (1) hour at a time. An Employee on sick leave shall receive the regular Employee's rate of pay as set out in the Appendix.

Section 4. Sick days will not be paid unless a doctor's certificate explaining the illness and the necessity to use sick leave is presented after the third consecutive day of sickness. The Employer may require documentation of sickness at any time.

B. Funeral Leave

Section 1. An Employee will be granted up to three (3) days of leave to attend the funeral of the Employee's spouse, son, daughter, mother, father, legal guardian, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law or other relative residing in the household.

Section 2. An Employee shall notify his or her immediate Supervisor as soon as the Employee receives notice of such death and shall then make arrangements with the Supervisor for the time the Employee will be off to attend the funeral.

Section 3. To qualify for any funeral leave pay, the Employee must attend the funeral.

C. Jury Duty

Section 1. An Employee who is summoned for jury duty shall receive a paid leave of absence for the time missed while the Employee was on such duty. Said Employee shall turn over to the Employer jury duty service fees.

Section 2. An Employee who is summoned for jury duty but who is not selected, shall return to work; an Employee who is selected for jury duty shall return to work if released from jury duty within the Employee's scheduled work hours.

Section 3. If an Employee is subject to call for jury duty, the Employee shall promptly notify the utility manager or designee.

D. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, which has been approved by the Employer and approved in writing. The Employee will be given a copy of the authorization.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

Section 2. A grievance is defined as a dispute between the Employer and the Union or any Employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step One. An Employee who has a grievance shall notify the Employee's Supervisor orally within five (5) calendar days (excluding Saturday, Sunday and holidays) after the occurrence of the event giving rise to the grievance. The immediate Supervisor shall investigate the grievance and shall give an oral answer within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the immediate Supervisor to give an oral answer within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Two. If the grievance is not settled in Step One, the aggrieved Employee, or the Union, may present the grievance in writing to the Utility Manager within five (5) calendar days (excluding Saturday, Sunday and holidays) after the decision of the immediate Supervisor was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when the decision was due, whichever occurs first. The grievance shall be signed by the Employee or the Union and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the Employee or the Union specifying what relief or remedy is desired. The Utility Manager shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the Utility Manager to issue a decision within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three. If the grievance is not settled in Step Two, the aggrieved Employee or the Union may appeal to arbitration, by written notice submitted to the Utility Manager within five (5) calendar days (excluding Saturday, Sunday and holidays) from the date that the Utility Manager's decision was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when the decision was due, whichever occurs first. The written notice shall contain the same information as required in the previous step.

If the Employer appeals the arbitration, a copy of the written notice must be submitted to the Union. When a timely request has been made for arbitration, a representative of the Employer and the Employee or the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days (excluding Saturday, Sunday and holidays) of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board or the Center for Labor Management at the University of Iowa, to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot, the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual Employee has a grievance as set out above, the Employee is entitled to be represented by the Union if the Employee so chooses. The Union may also process a grievance on its own in accordance with the above procedures.

Section 5. The failure of an Employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an Employee or the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the Employee and the Union. Any decision rendered may not be retroactively applied beyond the date of occurrence.

Section 7. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 15

INSURANCE

A. Hospital and Medical

Section 1. The Employer shall maintain for each Employee, including probationary Employees, a Hospital and Medical Care, Dependant Life, AD&D and Short Term Disability insurance policy whose benefits are comparable to the policy or program presently in existence. Any premium increases to this policy up to twelve (12) percent shall be paid by the Utility. If premium rates rise above twelve (12) percent in a plan year the employer agrees to meet and confer with the union to determine if the policy should be changed. Any increase over twelve (12) percent shall be shared. The utility shall pay eighty (80) percent of any increase over twelve (12) percent. The employees shall pay twenty (20) percent of any increase over twelve (12) percent.

Section 2. Coverage of an Employee will commence as set out in the policy or program, and an Employee and dependents will be covered in accordance with and to the extent provided under the terms of the policy or program.

B. Life Insurance

Section 1. The Employer shall provide a term life insurance policy for all employees equal to the employee's salary or annual wage based upon two thousand eighty (2080) hours per year.

Section 2. The Employer shall provide a \$4,000.00 life insurance policy for each of the Employee's dependents over fourteen (14) days of age, at no cost to the Employee.

ARTICLE 16
HEALTH AND SAFETY

Section 1. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the Employee to wear or to use.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the Employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. Any personal item worn or used, in the performance of an Employee's job, as covered by this Agreement, which is damaged or destroyed during the performance of required duties, will be considered for repair or replacement at the expense of the Employer, up to a maximum of two hundred fifty dollars (\$250.00) per contract year. An Employee with a claim for a damaged or destroyed item, must forward to his or her Supervisor on the day of the loss, a report stating the item damaged or destroyed, the approximate replacement value and the circumstances causing the loss. In the event of a disputed claim, the Utility Manager will review the claim and make a final decision. Any item replaced at the Employer's expense, shall become the property of the Employer.

ARTICLE 17
WAGES

Employment	2007	2008	2009
Start	\$15.33	\$15.79	\$16.27
6 Months	\$15.65	\$16.12	\$16.61
1 Year	\$15.97	\$16.45	\$16.95
2 Years	\$16.30	\$16.79	\$17.29
3 Years	\$16.62	\$17.12	\$17.63
5 Years	\$17.13	\$17.65	\$18.18
10 Years	\$17.67	\$18.20	\$18.75
15 Years	\$18.19	\$18.74	\$19.30
20 Years	\$18.75	\$19.31	\$19.89
25 Years	\$19.30	\$19.88	\$20.48
30 + Years	\$19.89	\$20.49	\$21.10

ARTICLE 18
SUPPLEMENTAL PAY

A. Chauffeur's License/CDL License

Section 1. The Employer shall reimburse the Employee for the difference between the cost of a regular driver's license and a chauffeur's license, if the Employer requires the Employee to have a chauffeur's license. The Employer shall reimburse the Employee for the difference between the cost of a regular driver's license and a CDL license, if the Employer requires the Employee to have a CDL license. This benefit does not apply to a new Employee who is required to have a chauffeur's license or a CDL license as an employment qualification by the Employer. Nor does it apply to any expense involved in obtaining a license as a result of a suspension or revocation.

B. College/Seminar Tuition

Section 1. If the Employer recommends that an Employee attend a course or seminar that is work related, and the Employee attends, the Employer shall pay the tuition, lab fees and books. The Employee must obtain the Employer's written authorization for all such courses and seminars prior to the actual registration.

C. Boot Allowance

Section 1. Utility Employees subject to the safety toed boot requirement shall receive an annual forty dollars (\$40.00) boot allowance.

D. Safety Glasses

Section 1. The Employer will provide prescription safety glasses reimbursement of seventy eight dollars (\$78.00) every other calendar year for Utility Operators.

ARTICLE 19
GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and Employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20
EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2009.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2009, notice must be given prior to September 15, 2008, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 22 day of February, 2006.

CASCADE MUNICIPAL UTILITIES

Clay W. Stein
Ron Benke

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION #145

Scott A. Vassallo
D. E. O'neally

Appendix A

“ON CALL”

Effective July 1, 2006

FY 2007	Five (5) hours straight time pay.
FY 2008	Five and one half (5 ½) hours straight time pay.
FY 2009	Six (6) hours straight time pay.